

**EXHIBIT 5****Management of PG&E Contractor Documents**

1. Consultant agrees to retain all documents and data, whether physical or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract (collectively, “**PG&E Contractor Documents**”). PG&E Contractor Documents include without limitation, physical and electronic copies of documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports.
2. Consultant shall comply with the requirements of this **Exhibit 5** in managing and administering all PG&E Contractor Documents. Consultant must retain all PG&E Contractor Documents, and must not manage, transmit, disclose, retain or dispose of such PG&E Contractor Documents except in accordance with the requirements of this **Exhibit 5**.
3. PG&E will periodically perform Quality Control and Quality Assurance audits of Consultant’s record management practices. Failure to comply with audit requirements will constitute a violation of this **Exhibit 5** and may result in termination of the Contract for cause.
4. Consultant must store all PG&E Contractor Documents in a secure, legible, and organized manner that allows for easy identification and access. This requirement will be included as part of the Quality Control and Quality Assurance audit by PG&E.
5. Consultant shall transfer PG&E Contractor Documents to PG&E on a regularly scheduled cycle as set forth in the Contract or as specified in writing by PG&E. If not specified in writing or in the Contract, Consultant shall provide PG&E Contractor Documents on a quarterly basis. Any remaining PG&E Contractor Documents must be transferred no later than 30 days after the Contract termination date.
6. PG&E will specify the PG&E Contractor Documents that must be transferred to PG&E.
  - a. In addition to regular scheduled submissions, the Consultant must submit or provide access to PG&E Contractor Documents on an as-needed basis for purposes including, but not limited to, regulatory, CPUC, safety, audit and/or litigation requirements.
  - b. If PG&E Contractor Documents are kept in electronic form, the following formats are acceptable for submission to PG&E:
    - PDF, CAD, or TIFF for drawings and diagrams
    - Native File Format or PDF for all other documents
  - c. Consultant shall make available to PG&E the proprietary tools or software necessary to access PG&E Contractor Documents including after the transfer of the PG&E Contractor Documents to PG&E. However, this subsection does not modify Consultant’s obligation to produce PG&E Contractor Documents in an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case Consultant must produce PG&E Contractor Documents in each of the formats requested.
7. Consultant must not dispose of PG&E Contractor Documents unless otherwise authorized in writing by PG&E. If at any time PG&E directs Consultant to dispose of PG&E Contractor Documents, Consultant shall do so in a confidential and secure manner, whether the format is electronic or physical. Proof of Destruction of PG&E Contractor Documents shall

be submitted to PG&E upon request. Destruction of physical copies should comply with NAID (National Association for Information Destruction) standards.

8. PG&E Contractor Documents must be treated as Confidential Information and are subject to the Confidentiality terms and **Exhibit DATA-1**, Data Protection and Cybersecurity, of the Contract.
9. Consultant must maintain a system for back-up of unsubmitted electronic PG&E Contractor Documents (e.g., files or databases) in the event that the originals are lost or destroyed.
10. If PG&E provides physical (which includes paper) documents to Consultant to convert them to digital electronic format, Consultant shall return both the original physical (which includes paper) documents used to create the digital electronic format and the converted digital electronic format to PG&E.
11. Consultant is responsible for ensuring that its Subcontractors (regardless of tier) comply with the obligations of the Consultant under this **Exhibit 5**.
12. Consultant, and any Subcontractor with access to PG&E Contractor Documents, is required to complete training requirements as provided by PG&E for Records and Information Management and Security & Privacy Awareness. Failure to comply with this requirement may result in termination of Contract for cause.
13. The terms and conditions of this **Exhibit 5** shall survive the termination of this Contract.